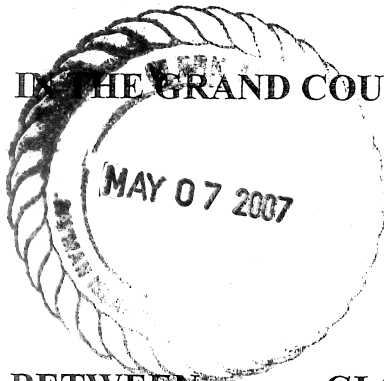
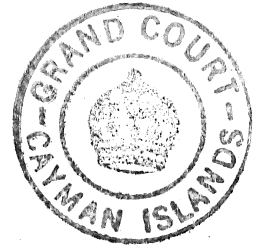


Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS



189
CAUSE NO: OF 2007



BETWEEN: GLORIA EBANKS PLAINTIFF

AND: COLIN SIMPSON FIRST DEFENDANT

**AND: MASSIVE EQUIPMENT RENTAL & SALES LTD.
SECOND DEFENDANT**

WRIT OF SUMMONS

**To: COLIN NICHOLAS SIMPSON
P.O. Box 488GT
Grand Cayman, Cayman Islands**

**AND TO: MASSIVE EQUIPMENT RENTAL & SALES
Aston Corporate Managers Ltd.
Harbour Drive,
George Town, Grand Cayman**

**AND TO: RSM CAYMAN ISLANDS
Joint Liquidator
Dyoll Insurance Company Ltd. (In Liquidation)
7 Dr. Roy's Drive
Grand Cayman, Cayman Islands**

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within (14 days) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. 495 G.T., George Town, grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of 2007 .

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to take effect service out the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

NOTE: Notice of your intention to defend may be given by:

- a) an endorsement on the Acknowledgment of Service.
- b) by notice of such intention lodged in the Registry within fourteen days of the service of this Writ of Summons, or
- c) at any time by leave of the Court prior to the date fixed for trial.

The following person must be served:-

The 1st Defendant:

Mr. Collin Nicholas Simpson
Grand Cayman
Cayman Islands

The 2nd Defendant:

Massive Equipment Rental & Sales Ltd.
142 Industrial Way
P.O. Box 11730
Grand Cayman KY1-1010
Cayman Islands

FORM 2

Acknowledgment of Service (Rule.11)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of Acknowledgment of Service should be completed by an attorney acting on behalf of the Defendant or by the Defendant if acting in person.
2. After completion it must be signed by the Defendant and his attorney (if any) and must be delivered or sent by post to the Law Courts, P.O. Box 495 G.T., George Town, Grand Cayman.
3. The Acknowledgment of Service must be filed at court and served on the attorney for the Plaintiff (or on the Plaintiff if acting in person) within fourteen days service of the Writ of Summons.
4. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve an Answer on the attorney for the Plaintiff (or on the Plaintiff if acting in person) within fourteen days after service of the Writ of Summons.
5. In case of Writ of Summons is served outside the Cayman Islands the periods within which the Respondent must file an Acknowledgment of Service and any Answer are extended by fourteen days.

Please complete overleaf

IN THE GRAND COURT OF THE CAYMAN ISLANDS

189
CAUSE NO: OF 2007

BETWEEN: GLORIA EBANKS

PLAINTIFF

AND: COLLIN NICHOLAS SIMPSON

FIRST DEFENDANT

AND: MASSIVE EQUIPMENT RENTAL & SALES LTD.

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

1) Have you received the Writ of Summons?

Yes

No

2) On what date did you receive it?

3) Are you the person named as one of the Defendant in the Writ of Summons?

Yes

No

4) Do you intend to defend the case?

Yes

No

Service of the Writ of Summons is acknowledged accordingly

Dated: _____

Defendant

Defendant's Attorney

This *Writ* is filed by McKinney Reid and Company, Attorneys-At-Law, 201 Elizabethan Square, P.O. Box 1573 Grand Cayman KY1-1110, Cayman Islands.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent.

Indorsement by the Plaintiff's attorney (or by the Plaintiff if suing in person) of his name and address in the box below.

McKinney Reid and Company
Attorneys-At-Law
201 Elizabethan Square, GT
P.O. Box 1573
Grand Cayman KY1-1110
Cayman Islands

Indorsement by Defendant's attorney (or by the Defendant if acting in person) of his name and address in the box below.

[Empty box for Defendant's attorney indorsement]

This *Writ* is filed by McKinney Reid and Company, Attorneys-At-Law, 201 Elizabethan Square, P.O. Box 1573 Grand Cayman KY1-1110, Cayman Islands.

STATEMENT OF CLAIM

1. The Plaintiff, at all material times, was a self-employed landscaper with six employees. She earned approximately \$1,600.00 per month as wages. She is a person of Caymanian Status and has resided in the Cayman Islands for many years. At the time of the accident she was 57 years old.
2. The First Defendant, at all material times was the driver of an Isuzu Truck registration number 87597, which at all material times was owned by the Second Defendant and insured by Dyoll Insurance Company Ltd. The First Defendant in the driving of the said motor car was at all material times the servant and/or agent of the Second Defendant.
3. The Second Defendant is a limited liability company registered under the Companies Law of the Cayman Islands whose registered offices are located at Aston Corporate Services, Eastern Ave. At all material times, it was the registered owner of Isuzu Truck registration number 87597. The Second Defendant is vicariously liable for the actions of the First Defendant at the material time.
4. At some time around midday on the eighth of May, 2004, the Plaintiff was driving her motor car registration number 77178 along Shamrock Drive in the eastbound direction. When she approached the area of Prospect Drive, the First Defendant made a right turn from Prospect Drive and into the path of the Plaintiff causing a collision with the Plaintiff's vehicle.
5. The accident was caused by the negligence of the First Defendant.

PARTICULARS OF NEGLIGENCE

- (i) Failing to keep any or proper look out.
- (ii) Leaving a side road and entering a main road without ensuring that the way was clear.
- (iii) Entering a main road and into the path of the Plaintiff without taking adequate care for the safety of the Plaintiff or other vehicles on the road.
- (iv) Failing to see the Plaintiff's vehicle in time or at all and thereby causing the accident.
- (v) Failing to drive in a safe manner thereby colliding with the Plaintiff's vehicle.

6. By reason of the negligence of the First Defendant, the Plaintiff suffered pain, injury, loss and damage.

PARTICULARS OF INJURY

- (i) The Plaintiff suffered injuries to her neck and back and was conveyed to the George Town, Hospital by ambulance from the scene of the accident.
- (ii) The Plaintiff suffered injuries and in particular:
 - (a) Post traumatic cervical disopathy
 - (b) Post traumatic thoracic spondylosis
 - (c) Post traumatic lumbar discopathy
 - (d) Post traumatic cephalgia
 - (e) Post traumatic left shoulder tendonitis
 - (f) Multi trauma

All of which have resulted in severe pain and suffering and caused her 15% disability. She continues to have pain and needs periodical medical intervention.

PARTICULARS OF SPECIAL DAMAGE

- (i) The Plaintiff was not able to work and was being treated at home for four months as a result of the injuries. As she was the sole driver for her business she was forced to employ a driver /supervisor. Loss of past earnings of \$6,400.00, future earnings (15% disability) \$15,040.00 and additional costs for the driver \$4,000.00.
 - (ii) Loss of business income \$13,500.00.
 - (iii) Home care for the Plaintiff for three months \$2,400.00
 - (iv) Medical expenses continuing (presently approximately (\$1,000.00) and the Plaintiff acknowledges payment of some medical costs by the Second Defendant's insurers.
7. The Plaintiff acknowledges receipt of interim payments/part payment as a result of the accident by Dyoll Insurance Co. Ltd on behalf of the Second Defendant, but says that such payments were not in full or in final settlement of the Plaintiff's claim.

In the premises the Plaintiff claims against the Defendants or one or other of them:

- 1. Damages;

2. Interest pursuant to the Judicature Law and the Grand Court Rules.
3. Costs;
4. Such further and/or other relief as may be just.

McKinney Reid & Co.
McKinney Reid & Company
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: Colin Nickolas Simpson
Grand Cayman, Cayman Islands

Massive Equipment & Sales
Aston Corporate Managers Ltd.
Grand Cayman, Cayman Islands

RSM Cayman Islands
Joint Liquidator of Dyoll Insurance Company Ltd. (In Liquidation)
Commerce House
7 Dr. Roy's Drive
Grand Cayman

***THIS WRIT and STATEMENT OF CLAIM** are filed by McKinney Reid & Company, Attorneys-at-Law for the Plaintiff, whose address for service is Suite 201 Elizabethan Square, George Town, Grand Cayman, P.O. Box 1573, Grand Cayman KY1-1110, Cayman Islands*

